

WAYFORD PARISH COUNCIL

Allotment Garden Plots, Dunsham Lane, Wayford

Terms and Conditions of Tenancy

THE TENANCY is subject to the Allotment Acts 1908 to 1950 and to the Regulations endorsed on this Agreement and also to the following conditions:

1. Each Allotment Garden Plot will be approximately 250 square metres. Each half plot will be approximately 125 square metres.
2. The rent shall be paid on the 1st day of April each year. Where a new tenancy is commenced part-way through the year, a proportionate rent will be charged for the remaining months of the first year's tenancy.
3. The yearly rent is set by the Council at a rate for residents of the parish and a separate higher rate for those residing outside the parish boundary.
4. Residents of the parish are given priority for a tenancy. Any change of address must be notified in writing to the Council within 7 days. If there is a waiting list for a plot a Tenant moving outside the parish boundary will be served one month's notice to terminate their Tenancy. If there is no waiting list the Tenant may retain their Tenancy at the higher yearly rent.
5. The Tenant shall cultivate the allotment garden plot exclusively for the growing of vegetables, herbs, fruit or flowers and shall keep it clean and free from weeds and in a good condition.
6. No trees other than fruit trees shall be planted in the allotment garden plot. All fruit trees to be kept pruned to a height of no more than 6 ft (six feet).
7. The produce of the plot belongs solely to the person to whom the plot has been allocated and shall not be worked or harvested by any other plot holder except with the agreement of the allocated plot holder.
8. The Tenant should avoid the use of non-organic treatments where possible. Treatments should not be applied on windy days to avoid any potential drift onto adjoining Allotment Garden plots or adjoining land.
9. The tenant shall not leave products including fertilisers, herbicides or other such products unattended within the area of the Allotment Gardens.
10. The Tenant shall not cause any nuisance or annoyance to the occupier of any other Allotment Garden plots or obstruct any path set out by the Council for the use of the occupiers of the Allotment Gardens plots.
11. The Tenant shall not underlet, assign or part with the possession of the Allotment Garden plot or any part thereof without the written consent of the Council.
12. The Tenant shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand or clay.
13. The Tenant shall not keep any livestock on the Allotment Garden plot unless permitted by statute without the prior written consent of the Council.

14. The Tenant shall ensure that animals are kept under control at all times.
15. The Tenant shall not, without the written consent of the Council, erect any structure on the Allotment Garden plot and shall be responsible for the removal of any structures on or before expiry of the tenancy.
16. The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment Garden plots.
17. The Tenant shall, as regards the Allotment Garden plot, observe and perform all conditions and covenants contained in the Lease under which the Council holds the land.
18. Any Member or Officer of the Council shall be entitled at any time, when directed by the Council, to enter and inspect the Allotment Garden plots.
19. The Tenancy of the Allotment Garden plot shall terminate on the death of the Tenant, and shall also terminate whenever the Tenancy or Right of Occupation of the Council terminates. The Tenancy may also be terminated by the Council by re-entry after one month's notice:-
 - a) If the rent is in arrears for not less than 40 days or
 - b) If the Tenant is not duly observing the conditions of their Tenancy or

The Tenancy may also be determined by the Council, by not less than six months' notice in writing expiring on or before the 6th April or on or after the 29th September in any year.

Although statute provides that the Tenant may determine the Tenancy by six months' notice in writing expiring on the 30th June or 31st December, the Council is prepared to accept notice of termination to expire at any time.

20. If the Allotment Garden plot is handed back to the Council part-way through the tenancy, rent will not be refunded.
21. The Council reserves the right to vary these conditions at any time at its own discretion.

Agreed at a meeting of Wayford Parish Council on 13th January 2021